

COOPERATIVE AGREEMENT NO. 28W.05

This COOPERATIVE AGREEMENT (this "AGREEMENT") is effective this ____ day of _____, 2025 among CONTRA COSTA TRANSPORTATION AUTHORITY, a local transportation authority ("AUTHORITY"), CONTRA COSTA COUNTY, a political subdivision of the State of California ("CONTRA COSTA"), CITY OF RICHMOND, a municipal corporation of the State of California ("RICHMOND"), the CITY OF EL CERRITO, a municipal corporation of the State of California ("EL CERRITO"), the CITY OF HERCULES, a municipal corporation of the State of California ("HERCULES"), the CITY OF PINOLE, a municipal corporation of the State of California ("PINOLE"), and the CITY OF SAN PABLO, a municipal corporation of the State of California ("SAN PABLO"), San Francisco Bay Area Rapid Transit District ("BART"), a public transit provider, Alameda-Contra Costa Transit District ("AC Transit"), a public transit provider, and West Contra Costa Transit Authority ("WCCTA"), a public transit provider and together with AUTHORITY, CONTRA COSTA, RICHMOND, EL CERRITO, HERCULES, PINOLE and SAN PABLO, BART, AC Transit, WCCTA the "PARTIES" and each separately, a "PARTY").

RECITALS

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

A. Pursuant to the Measure C Sales Tax Renewal Ordinance (#88-01) "hereinafter MEASURE C") as amended by (#04-02), hereinafter referred to as "MEASURE J" approved by the voters of the Contra Costa County on November 2, 2004, CONTRA COSTA, RICHMOND, EL CERRITO, HERCULES, PINOLE, SAN PABLO, BART, AC Transit, WCCTA (each, a "PARTNER" and collectively, the "PARTNERS"), and AUTHORITY desire to enter into this AGREEMENT to define a framework to enable the parties to utilize Program 28b funds in MEASURE J.

B. PARTNERS shall propose programming Program 28b funds to any project or program identified in the Measure J Expenditure Plan or eligible under the provisions of the Local Transportation Authority and Improvement Act ("PROJECT"), and AUTHORITY shall disburse collected funds under Program 28b as provided herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth above and the rights and obligations set forth in this AGREEMENT and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, AUTHORITY and each PARTNER JURISDICTION hereby agree to the following:

SECTION 1

PARTNER JURISDICTIONS AGREE:

1. To expend allocated funds no later than July 1, 2027, and submit a form indicating how Program 28b funds were expended no later than September 1, 2027.
2. Commit to not use Program 28b funds for staff time, unless it is directly related to a project funded by Program 28b.
3. Each PARTNER shall maintain true and complete records in connection with the PROJECT, and shall retain all such records for at least thirty-six (36) months after the delivery of the form to the AUTHORITY as provided in Section 1.
4. To allow the AUTHORITY to audit all expenditures relating to the PROJECT funded through this AGREEMENT. For the duration of each fiscal year of the PROJECT, and for four (4) years following each fiscal year of the PROJECT, or earlier discharge of the AGREEMENT, PARTNER will make available to the AUTHORITY all records relating to expenses incurred in performance of this AGREEMENT.

SECTION 2

AUTHORITY AGREES:

1. To disburse \$660,000 from Program 28b funds to PARTNERS following the execution of the agreement out of accumulated revenues in accordance with Exhibit A attached hereto and incorporated herein by reference.

SECTION 3

IT IS MUTUALLY AGREED:

1. Term. The term of this AGREEMENT shall commence on _____, 2025 and shall remain in effect until terminated as provided in Section 9.

2. Additional Acts and Documents. Each PARTY agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the AGREEMENT.

3. Amendment. This AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

4. Assignment. This AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any PARTY without the express written consent of the other PARTIES.

5. Binding on Successors. This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of the PARTIES. This provision shall not be construed as an authorization to assign, transfer, hypothecate, or pledge this AGREEMENT other than as provided above.

6. Indemnification.

a. AUTHORITY hereby agrees to indemnify, defend, assume all liability for and hold harmless each PARTNER, its officers, employees, agents, and representatives, to the maximum extent allowed by law, from all actions, claims, suits, penalties, obligations, liabilities, damages to property, costs and expenses (including, without limitation, any fines, penalties, judgments, actual litigation expenses and experts' and actual attorneys' fees), environmental claims or bodily and/or personal injuries or death to any persons (collectively, "CLAIMS") arising out of or in any way connected to AUTHORITY its officers, agents, or employees in connection with or arising from any of its activities pursuant to this AGREEMENT. This indemnification shall survive the termination of the AGREEMENT and shall apply except as to the sole negligence or willful misconduct of a PARTNER.

b. Each PARTNER hereby agrees to indemnify, defend, assume all liability for and hold harmless AUTHORITY and its member agencies, officers, employees, agents and representatives, to the maximum extent allowed by law, from all CLAIMS arising out of or in any way connected to the PARTNER, its officers, agents or employees in connection with or arising from any of its activities pursuant to this AGREEMENT. This indemnification shall survive the

termination of the AGREEMENT and shall apply, except as to the sole negligence or willful misconduct of AUTHORITY.

7. Compliance with Laws. AUTHORITY and each of the PARTNERS shall comply with all applicable federal and state laws and regulations regarding the work performed and the reimbursements requested.

8. Notices. All required or permitted payments, reports, demands and notices may be sent by regular mail or electronic mail. Notices that are mailed by regular mail shall be deemed delivered two (2) business days after deposited in the mail. Notices may be personally delivered and shall be deemed delivered at the time delivered to the appropriate address set forth below. Notices delivered by electronic mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return electronic mail or other written acknowledgment of receipt); provided that, if such notice is not sent during normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next business day of the recipient. Unless and until notified otherwise in writing, a PARTY shall send or deliver all such communications relating to this Agreement to the following address:

Contra Costa Transportation Authority
Hisham Noeimi
Director, Programming
2999 Oak Road, Suite 100
Walnut Creek, CA 94597
hnoeimi@ccta.net

City of Richmond
Robert Armijo
Public Works Director/City Engineer
440 Civic Center Plaza
Richmond, CA 94804
Robert_Armijo@ci.richmond.ca.us

City of El Cerrito
Yvetteh Ortiz
Public Works Director/City Engineer
10890 San Pablo Avenue
El Cerrito, CA 94530

Yortiz@ci.el-cerrito.ca.us

City of San Pablo
Allan Panganipan
Public Works Director/City Engineer
13831 San Pablo Avenue
San Pablo, CA 94806
AllanP@sanpabloca.gov

City of Hercules
Glenn Dombeck
Public Works Director/City Engineer
111 Civic Drive
Hercules, CA 94547
GDombeck@HerculesCA.gov

City of Pinole
Heba Elguindy
2131 Pear Street
Pinole, CA 94564
helguindy@pinole.gov

Contra Costa County
Jamar Stamps
Conservation and Development
30 Muir Road
Martinez, CA 94553
Jamar.Stamps@dcd.cccounty.us

San Francisco Bay Area Rapid Transit District
Celestine Do
2150 Webster St.
Oakland, CA 94216
Cdo@bart.gov

Alameda-Contra Costa Transit District
Emily Heard
1600 Franklin Street
Oakland, CA 94612
ehheard@actransit.org

West Contra Costa Transit Authority
Rob Thompson
General Manager

601 Walter Ave
Pinole, CA 94564
rob@westcat.org

9. Termination of Agreement. A PARTY may terminate this Agreement at any time by giving written notice of termination to each of the other PARTIES, which shall specify the effective date thereof; provided that any notice of termination shall be given at least thirty (30) days before its effective date.

10. Entire Agreement. This Agreement is the entire agreement among AUTHORITY and the PARTNERS relating to the subject matter of this Agreement. All PARTIES acknowledge they have not relied upon any promise, representation, or warranty not expressly set forth in this Agreement in executing this Agreement. If any provision of this Agreement is void or otherwise unenforceable, the remainder of the Agreement shall continue in full force and effect. Any changes to the terms and provisions of this Agreement or affecting the obligations of the PARTIES set forth in this Agreement shall be made by written amendment signed by all PARTIES.

11. Severability. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of a PARTY to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the PARTIES.

12. Waiver. No waiver by a PARTY of any default or breach of any covenant by the other PARTIES shall be implied from any omission to take action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in such waiver and then such waiver shall be operative only for the time and to the extent stated in such waiver. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. No waiver of any provision under this Agreement shall be effective unless in writing and signed by the waiving PARTY.

13. Controlling Law and Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and venue shall be in Contra Costa County.

14. Authority. All PARTIES executing this Agreement represent and warrant that they are authorized to do so.

15. Counterparts. This AGREEMENT may be executed in counterparts.

16. Limitations. All obligations of AUTHORITY under the terms of this AGREEMENT are expressly subject to the AUTHORITY'S continued authorization to collect and expend the sales tax proceeds provided by MEASURE C and MEASURE J. If for any reason the AUTHORITY'S right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, the AUTHORITY shall promptly notify PARTNERS, and the PARTIES shall consult on a course of action. If, after twenty five (25) working days, a course of action is not agreed upon by the parties, this AGREEMENT shall be deemed terminated by mutual or joint consent; provided, that any obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of the AUTHORITY to expend sales tax proceeds for the purposes of this AGREEMENT; and (ii) the availability, taking into consideration all the obligations of the AUTHORITY under all outstanding contracts, agreement to other obligations of the AUTHORITY, of funds for such purposes.

[Signatures on the following pages]

CONTRA COSTA TRANSPORTATION AUTHORITY

Aaron Meadows, Chair

Date _____, 2025

APPROVED AS TO FORM:

Fennemore LLP, General Counsel

Date _____, 2025

CONTRA COSTA COUNTY

By:

Date _____, 2025

APPROVED AS TO FORM:

By: County Counsel

Date _____, 2025

CITY OF RICHMOND

By:

Date _____, 2025

APPROVED AS TO FORM:

By: _____, City Attorney

Date _____, 2025

CITY OF EL CERRITO

By:

Date _____, 2025

APPROVED AS TO FORM:

By: _____, City Attorney

Date _____, 2025

CITY OF HERCULES

By:

Date _____, 2025

APPROVED AS TO FORM:

By: _____, City Attorney

Date _____, 2025

CITY OF PINOLE

By:

Date _____, 2025

APPROVED AS TO FORM:

By: _____, City Attorney

Date _____, 2025

CITY OF SAN PABLO

By:

Date _____, 2025

APPROVED AS TO FORM:

By: _____, City Attorney

Date _____, 2025

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

By: Aileen Hernandez, Manager of Grants & Funding Advocacy

Date _____, 2025

APPROVED AS TO FORM:

By: _____, Agency Attorney

Date _____, 2025

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

Salvador Llamas, General Manager/CEO

Date _____, 2025

APPROVED AS TO FORM:

Aimee Steele, General Counsel

Date _____, 2025

WEST CONTRA COSTA TRANSIT AUTHORITY

By: Rob Thompson, General Manager

Date _____, 2025

APPROVED AS TO FORM:

By: Michael Conneran , Agency Attorney

Date _____, 2025

Exhibit A

Jurisdiction	Program 28b Allocations (\$)
County	60,000
Richmond	180,000
El Cerrito	60,000
Hercules	60,000
Pinole	60,000
San Pablo	60,000
BART	60,000
AC Transit	60,000
WestCAT	60,000
SUM	\$ 660,000



Administration and Projects Committee **STAFF REPORT**

Meeting Date: September 04, 2025

Subject	Subregional Transportation Needs Program (Program 28b) – Approval of Appropriation Requests in West County
Summary of Issues	<p>At its July 25, 2025 meeting, the West Contra Costa Transportation Advisory Committee (WCCTAC) recommended appropriating a portion of its accumulated share of Measure J Subregional Transportation Needs Program (Program 28b) funds as follows:</p> <ul style="list-style-type: none">• WCCTAC: \$60,000 for installation of bicycle racks in West Contra Costa County.• Cities of Richmond, San Pablo, Hercules, Pinole, and El Cerrito, Contra Costa County, Bay Area Rapid Transit (BART), West Contra Costa Transit Authority, dba WestCAT, and Alameda-Contra Costa Transit District (AC Transit) (West County Jurisdictions): A total of \$660,000 to complete various transportation improvements.
Recommendations	<p>Staff seeks approval of Resolutions 25-28-P appropriating \$60,000 to the West Contra Costa Transportation Advisory Committee for installation of bicycle racks in West Contra Costa County. Staff are also seeking authorization for the Chair to execute Cooperative Agreement No. 28W.05 with West County jurisdictions to appropriate a total of \$660,000, and to authorize the Executive Director or designee to make any non-substantive changes to the language.</p>
Staff Contact	Hisham Noeimi

Financial Implications	Measure J Expenditure Plan appropriates 0.3% of Measure J annual sales tax revenues to Program 28b. Approximately \$999,000 is currently available for West Contra Costa County.
Options	The Authority Board could propose changes to the cooperative agreements.
Attachments <i>(See APC Packet dated 9/4/25 for Attachments A-C; Attachment B is Revised)</i>	<p>A. Resolution 25-28-P</p> <p>B. Cooperative Agreement No. 28W.05 - <i>Revised</i></p> <p>C. Letter from WCCTAC dated August 8, 2025</p>
Changes from Committee	<i>None</i>

Background

Measure J Expenditure Plan appropriates 0.3% of Measure J annual sales tax revenues to the West County Subregional Transportation Needs funding category (Program 28b). Approximately \$990,000 is currently available for West Contra Costa County.

West Contra Costa County jurisdictions identified a need for a flexible fund source to complete quick build projects such as improvements to sidewalks, Americans with Disabilities Act of 1990 (ADA) ramps, bus stops, daylighting intersections, etc. At its July 25, 2025 meeting, WCCTAC recommended appropriating a portion of its accumulated share of Measure J Subregional Transportation Needs Program (Program 28b) as follows:

- WCCTAC: \$60,000 for installation of bicycle racks in West Contra Costa County
- West Contra Costa County Jurisdictions: A total of \$660,000 to complete various transportation improvements, as follows:

City of Richmond	\$180,000
City of Pinole	\$60,000
City of Hercules	\$60,000

City of San Pablo	\$60,000
City of El Cerrito	\$60,000
Contra Costa County	\$60,000
BART	\$60,000
AC Transit	\$60,000
WestCAT	\$60,000
TOTAL	\$660,000

Program 28b can be utilized to complete any project or program identified in the Measure J Expenditure Plan or eligible under the provisions of the Local Transportation Authority and Improvement Act.

Staff seeks approval of Resolutions 25-28-P appropriating \$60,000 to WCCTAC for installation of bicycle racks in West Contra Costa County. Staff are also seeking authorization for the Chair to execute Cooperative Agreement No. 28W.05 with West County jurisdictions to appropriate a total of \$660,000, and to authorize the Executive Director or designee to make any non-substantive changes to the language.